



## ASSOCIATED SERVICE AGREEMENT

AGREEMENT by and between Trash KANS LLC and Town of Dayton

721 Walnut St (Kan Site Address)	Dayton (City)	IN (State)	47941 (Zip)	7652962533 (Phone#)
(Billing Address)	(City)	(State)	(Zip)	clerk@dayton.in.gov (Email)

By signing below, the parties agree as follows.

Trash KANS LLC agrees to:

- Provide collection container(s).
- Remove trash by means of weekly pickup.

The Undersigned agrees to:

- Collect trash from their facility and place into Trash KANS LLC containers.
- Separate unauthorized materials: Hazardous Waste, Bio-Hazard Waste, etc.
- Pay all invoices within ten (10) days from invoice date.

1. Trash KANS LLC agrees to hold all disclosed confidential or proprietary information or trade secrets ("information") in trust and confidence and agrees that it shall be held only for the contemplated purpose of disposal and shall not be used for any other purpose nor disclosed to any third party.
2. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assignors and personal representatives.
3. Services shall be provided for a period of two (2) years from the signing of the agreement.
4. Containers, Pricing and Frequency:

Container Size	Frequency	Monthly Charge	Additional Notes	Box#
Please	see	attached	price quote	

Minimum Stop Fee \$

5. Both parties have the right to cancel this agreement for reasons of non-performance or non-compliance if a reasonable and acceptable resolution cannot be reached. A sixty (60) written notice must be given prior to cancellation.
6. All containers shall remain the sole property of Trash KANS LLC. Undersigned agrees to use said containers solely for disposal of general waste. Undersigned agrees that if containers are damaged or destroyed while in Undersigned's possession, Undersigned shall reimburse Trash KANS LLC for the cost of repair, or replacement.
8. This document contains the entire agreement of the parties and there are no other conditions or provisions to the agreement other than those contained in this document (including terms & conditions or reverse side).

Signed under seal

Date 7-1-2020

Undersigned:

Signature:

Print:

RON KOEHLER

Trash KANS LLC

Signature:

Print:

Ryan O'Connor

# TRASH , LLC

May 13, 2020

## Price Quote – Exhibit A of Contract

Town of Dayton  
721 Walnut St  
PO Box 557  
Dayton, IN 47941

Bid for City Waste Removal

Thank you for the opportunity to quote waste removal. Trash Kans, LLC is locally owned and operated in Lafayette, IN and we have been hauling commercial and residential waste since 2006.

Pricing based on 530 metered customers - \$12.00 a month per residence totaling \$76,320 annually; equaling \$152,640 over the 2 year contract. Pricing includes weekly trash pickup, every other week recycle pickup, and (4)30yd open top dumpsters for residents to dispose of large items; 2 in the spring and 2 in the fall. Trash Kans will provide new 96 gallon totes and if existing residents need an extra tote, the fee will be \$5 additional per tote monthly. Residents will call Trash Kans directly to schedule large item pickup, and pricing will start at \$45 for a couch/sofa/recliner; multiple items will be treated on a per case basis. If large items are present on pickup day that aren't pre-scheduled for pickup, Trash Kans will contact the city to discuss disposal of said items. Large items will not be hauled without consent from the city or its residents.

- There are no environmental fees
- Fuel fees are also waived

It would be a pleasure to do business with you, and we would strive to earn your continued business. I want to thank you for considering our offer. If you have any questions or concerns do not hesitate to call me at the office at (765) 447-9000 or my cell at (765) 476-1178. You can also email me at [ryan@trashkans.com](mailto:ryan@trashkans.com).

Sincerely,

Ryan O'Connor

192 Farabee Drive • Lafayette, IN 47905 • Phone 765-447-9000 • Fax 765-252-4172

## TERMS AND CONDITIONS OF ASSOCIATED SERVICE AGREEMENT

- A. Services to be Furnished. Trash Kans LLC will provide the services for the removal of waste ("Services") as described on the reverse side of this Agreement hereto and make a part thereof. The Services may, at Customer's option, be performed as part of a regular schedule or pursuant to specific directions which Customer shall give to Trash Kans LLC from time-to-time. Customer may also request custom Services not set forth on the reverse side, in which case Trash Kans LLC will consult with Customer as to the terms and conditions of the Services requested.
- B. Performance of Services. All Services performed by Trash Kans LLC will be in a professional manner.
- C. Compliance with Contracts, Laws and Regulations. Customer shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws. Trash Kans LLC shall comply with applicable laws, statutes, regulations and ordinances.
- D. Right to Rely on Instructions. Trash Kans LLC may act in reliance upon any instruction, instrument, or signature reasonably believed Trash Kans LLC to be genuine, and may assume that any of Customer's employees or any employees of Customer's affiliates or subsidiaries giving any written notice, verbal request, or instruction has the authority to do so.
- E. Cooperation and Assistance. Customer shall cooperate with Trash Kans LLC with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer's business operations, by providing Trash Kans LLC such information data, access to premises, a management decisions and approvals as may be reasonable to permit Trash Kans LLC to perform the Services hereunder.
- F. Hazardous Substances. Customer shall not deliver to Trash Kans LLC any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including biohazard, customer agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense. And further to indemnify Trash Kans LLC from any property damage or personal injury resulting from such transfer of material.
- G. Time of Presenting Claims. Customer must present any claim with respect to any Service in writing to Trash Kans LLC within a reasonable time and in no case later than three (3) months after the occurrence of the event on which the claim is based.
- H. Arbitration. Any claim, controversy, or dispute arising out of or relating to this Agreement, or any interpretation or breach of this Agreement or performance under this Agreement, including without limitation any dispute concerning the scope of this Article II, that cannot be resolved within fifteen (15) days by informal discussions between the parties, shall be resolved by submission to final, binding and non-appealable arbitration, without any right by either party to trial de novo in any court. Such arbitration and all prehearing, hearing, and post-hearing arbitration procedures, including for discovery, disclosure of arbitrator's interests, and challenge of designation of any arbitrator, shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. A single arbitrator shall be selected by the American Arbitration Association.
- I. Service during Arbitration. During any arbitration proceeding, Trash Kans LLC shall continue to provide Services, and Customer shall continue to make payments to Trash Kans LLC, in accordance with this Agreement. The fact that arbitration is or may be allowed shall not impair the exercise of any termination rights under this agreement.
- J. Limitation of Liability. Trash Kans LLC shall not be responsible or liable for any losses or damages, whether consequential, incidental, special or punitive, caused by materials placed in trash containers.
- K. Ownership Warranty. Customer warrants that it is the owner, legal custodian or otherwise has the right to deliver for destruction any and all materials Customer provides Trash Kans LLC hereunder. Customer shall reimburse Trash Kans LLC complying with its obligations under this Agreement to destroy such materials in the event of a dispute concerning the destruction of the material provided by Trash Kans LLC.
- L. Fees and Payments. All standard charges for Service under this Agreement shall be as specified on the reverse side of this Agreement. The prices set forth on the reverse side of this Agreement shall remain in effect for the duration specified in Article 3 on the reverse side of this Agreement. Should a price adjustment due to environmental, governmental, regulatory, taxation, or energy cost reasons be deemed necessary Trash Kans LLC during the initial term, Trash Kans LLC will notify the Undersigned 30 days prior to any price adjustment. Undersigned reserves the right to refuse any such additional fees not related to additional work requested by Undersigned. For any service requested by Customer that is not specified on the reverse side of this Agreement, the charges will be as agreed to by Customer and Trash Kans LLC prior to the rendering of such Service. Invoices shall be due and payable within thirty (30) days after Customer's receipt of the invoice shall bear interest at the rate of one percent (1%) per month.
- M. Early Cancellation. If the Undersigned should terminate this agreement for any reason, except in the case of material breach of this agreement by Trash Kans LLC, prior to the expiration of the agreed upon term, the Undersigned will pay an early termination fee for each month remaining under this agreement. The fee shall equal the greater of either the average monthly charge from all fulfilled months of this agreement or the minimum stop charge for the frequency of service as outlined on the front of this agreement. Upon receiving written notice of cancellation the party receiving the notice must be given sixty (60) days to rectify the issue in a manner that is reasonable and acceptable in accordance with the expected performance and in compliance of the terms and conditions of this agreement.
- N. Change of ownership. If either Undersigned or Trash Kans LLC should change ownership, management, or acting agent during the duration of this agreement, new/acting ownership, management or acting agent shall be bound to the terms and conditions outlined in this agreement.
- O. Confidentiality. "Confidential Information" means any information relating to Customer's property, business and affairs including, without limitation, all materials and documents placed in Trash Kans LLC containers. Unless such Confidential Information was previously known to Trash Kans LLC free of any obligation to keep it confidential, is subsequently made public by Customer or by a third party having a legal right to make such disclosure, or was known to Trash Kans LLC prior to receipt of same from Customer, it shall be held in confidence by Trash Kans LLC and shall be used only for the purposes provided in this Agreement. Trash Kans LLC shall use the same degree of care to safeguard your Confidential Information as it uses to safeguard its own. However, Trash Kans LLC may comply with any subpoena or similar order related to materials delivered to Trash Kans LLC; provide that it shall, unless prohibited by law, notify Customer promptly of any subpoena or notice.
- P. Bankruptcy. In the event the Undersigned should file for Bankruptcy, the Undersigned agrees that any further services needed by the Undersigned shall only be provided by Trash Kans LLC on a cash or credit basis. Trash Kans LLC reserves the right to discontinue all services immediately should Undersigned file for Bankruptcy.